

EXHIBIT E



WE LISTEN DISPUTE RESOLUTION PLAN

1. INTRODUCTION

I understand and agree that this *We Listen Dispute Resolution Plan*, (“*We Listen*” or the “Plan”), is designed to provide an exclusive, easy-to-use process for economical and prompt resolution of claims or controversies (“Disputes”) between The ServiceMaster Company, LLC, including its affiliated entities (the “Company”) and the Company’s employees and applicants (collectively “Employees”). The Plan includes a mutual agreement to arbitrate individual covered Disputes which is the exclusive, final and binding remedy for both the Company and me and includes a waiver of the right to pursue class, collective and/or representative actions. I understand that neither the Company nor I will be allowed to bring any Disputes to a court or jury for a resolution except as set forth in the Plan.

2. WHO IS COVERED

This Plan covers any Employee employed by the Company and any person who seeks employment with the Company on or after January 1, 2016 (“Effective Date”). An Employee acknowledges his/her agreement to the Plan by continuing employment or applying for employment after receiving notice of this Plan document.

3. DISPUTES COVERED BY THE PLAN

The Company and I mutually agree to resolve all Disputes in accordance with the terms of the Plan. The Plan covers all Disputes arising out of or relating to my employment, termination of employment or application for employment that I or the Company could otherwise have resolved in a court, including, but not limited to, those related to: (i) discrimination based on race, creed, color, religion, sex, age, disability, leave status, national origin, ancestry, sexual orientation, gender identity, marital status, veteran or military reserve status, privacy or any other characteristic protected by federal, state or local law, (ii) retaliation, including, but not limited to, whistleblower status or retaliation for filing a workers’ compensation claim, (iii) torts, including, but not limited to, defamation, invasion of privacy, infliction of emotional distress, or workplace injury not otherwise covered by applicable workers’ compensation laws, (iv) all employment related statutes, including, but not limited to, Title VII of the Civil Rights Act, , the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Equal Pay Act, Genetic Information Nondiscrimination Act, the Family and Medical Leave Act, the Worker Adjustment Retraining and Notification Act, the Fair Labor Standards Act, the Uniformed Services Employment and Reemployment rights Act, , and any similar state or local laws, (v) any federal, state or local law or common law doctrine for breach of contract, promissory estoppels, wrongful discharge or conversion, (vi) claims for interference with rights under the Employee Retirement Income Security Act of 1974, as emended (“ERISA”), or other claims concerning administration of ERISA plans not excluded below, and (vii) claims under federal, state or local law regarding wages and other compensation, benefits, reimbursement of expenses, stock or incentive bonus plans, or intellectual property rights and associated laws.

Further, Disputes include any claim or controversy regarding the Plan itself or its interpretation, scope, enforceability or formation, with the exception noted in the Class and Representative Action Waivers clause.

The Plan covers all Disputes that I may have against any of the following: (i) the Company; (ii) its current and former officers, directors, employees, or agents in their capacity as such or otherwise; (iii) the Company's parent, subsidiaries and affiliated entities; and/or (iv) all successors and assigns of any of them, or that the Company may have against me.

4. CLAIMS NOT COVERED BY THE PLAN

I agree that the following claims are not considered a covered Dispute and are excluded under the Plan: (i) Workers’ Compensation claims; (ii) unemployment compensation claims; (iii) claims for benefits under employee benefit plans covered by ERISA that contain an appeal procedure or other exclusive and binding dispute resolution procedure in the respective plan; (iv) claims under the National Labor Relations Act; and (v) the

Dodd-Frank Wall Street Reform and Consumer Protection Act or other federal laws barring pre-dispute arbitration agreements.

I also agree that a Dispute does not include the adoption, change, revision, interpretation or discontinuance of Company policies, practices, rules and procedures or disagreements over other personnel matters, unless such matters involve a legally recognized claim that I or the Company would otherwise have the right to have resolved in court.

5. DISPUTE RESOLUTION STEPS

Step One: Investigation/Informal Resolution

To “Initiate” *We Listen* to resolve a Dispute, I agree that I must notify the Ethics Helpline (**1-800-937-9888**) (“Helpline”). The Plan allows me to use informal avenues to raise my concerns and Disputes with my managers under the Open Door policy, with HR, or through the Ethics Helpline. Many times addressing these concerns with my immediate manager or location manager will lead to a resolution. However, *We Listen* and its processes start when the Ethics Helpline is contacted. I further understand that I must exhaust each step of the Plan in order and the failure to exhaust these contractual remedies may be raised as an affirmative defense in arbitration.

If I feel uncomfortable about raising concerns or Disputes with my manager, or my manager does not respond to my concerns, I may raise the concern directly with Human Resources, Employee Relations, the Ethics Department, as well as call the Ethics Helpline. I understand that I will not be retaliated against for initiating or pursuing the *We Listen* dispute resolution steps.

Upon Initiation, a Human Resources or other Company representative will be appointed to review the Dispute and further investigate my concerns if necessary. If my Dispute is not resolved during the investigation then an Ombudsman will be assigned to oversee the *We Listen* process. During the investigation the Ombudsman may try to resolve the Dispute through informal discussions. The Initiation phase, including any investigation and Ombudsman involvement, will generally take no longer than 60 days to complete.

At the end of the Ombudsman’s review and informal discussions a Final Response will be issued. I may request a Final Response from the Ombudsman after the expiration of 60 days from Initiation with the Ethics Helpline. If I am not satisfied with the Final Response to my Dispute, I will have 15 days from the date of the Final Response to request that my case move to Step Two of the Plan, Senior Executive Review.

Step Two: Senior Executive Review

A committee of senior executives of the Company reviews the facts and decisions made by the applicable manager(s) in order to correct mistakes and misunderstandings. The Ombudsman will present the Dispute to a rotating committee, as determined by the Company, of three to five executives (or their designees) to review *We Listen* Disputes. I may, but am not required, to submit a written statement to the committee, which will review the facts and either ratify the original resolution or recommend an alternative solution. The Senior Executive Review process will normally take no more than 60 days and I will be informed in writing of the outcome by the Ombudsman. If the Dispute is not resolved to my satisfaction during the Senior Executive Review process, I may move forward with Step Three of the Plan, mediation.

Step Three: Mediation

Mediation is a non-binding process where a neutral third-party (a mediator) works with the parties in an effort to reach a mutually agreeable settlement of the Dispute. I may invoke mediation either by making a written request to commence mediation to the American Arbitration Association (“AAA”), or to the Ombudsman. This request for mediation must be received within 15 days of being notified of



the outcome of the Senior Executive Review. I can obtain the form from the Ombudsman or it is available on the AAA website (www.adr.org). The Company will pay all of the fees and costs of mediation, which will be scheduled and conducted in accordance with AAA Rules. If a resolution is not reached in mediation, I may move to the final step of *We Listen*, final and binding Arbitration.

Step Four: Arbitration

Arbitration is a formal dispute resolution process where an arbitrator, like a judge, takes evidence at a hearing and makes a final binding decision which may be enforced against either party. If I am not satisfied with the results of the mediation, I may invoke arbitration by serving a written request for arbitration on AAA, or to the Ombudsman. This request for arbitration of my individual Dispute must be received within 15 days of close of the mediation. I can obtain the form from the Ombudsman or it is available on the AAA website (www.adr.org). The Company will pay all of the filing/administrative and arbitrator's fees in connection with the arbitration, except that I shall be responsible for paying the Court Equivalent Fee or the employee's share of fees specified by the arbitration provider, whichever is less. For purposes of this Plan, "Court Equivalent Fee" means the fee that I would pay to file a lawsuit asserting the same claim(s) in the court of general jurisdiction in the county or city where my primary place of employment is or was located. I understand that arbitration is the last step of *We Listen* and the decision of the arbitrator will be final and binding on both the Company and me.

6. JURY TRIAL WAIVER AND EXCLUSIVE REMEDY

I HEREBY WAIVE MY RIGHT TO A COURT OR JURY TRIAL AND AGREE THAT THE PLAN IS THE EXCLUSIVE REMEDY THE COMPANY AND I HAVE FOR RESOLUTION OF DISPUTES. Accordingly, I may not pursue relief for any Dispute in any federal or state court of law except as stated in the Plan. If I do file a claim in any federal or state court, the Company may seek a stay or dismissal of the claim and compel arbitration and the dispute resolution steps under the Plan. **I UNDERSTAND AND AGREE THAT MY SOLE AND FINAL LEGAL REMEDY IS BINDING ARBITRATION.** The only exception is that either party may seek an injunction in a court if interim and/or immediate relief is necessary to preserve the status quo or the meaningfulness of the arbitration process pending the outcome in arbitration, to the extent allowable under federal or state law.

7. THE ROLE OF ADMINISTRATIVE AGENCIES

Disputes may be brought before an administrative agency to the extent applicable law requires access to an agency notwithstanding the existence of this Plan, including, but not limited to, claims or charges brought before the Equal Employment Opportunity Commission, the U.S. Department of Labor, the National Labor Relations Board, the Office of Federal Contract Compliance Programs and other federal and state law enforcement authorities. Nothing in the Plan shall be construed to: (i) relieve any party of the duty to exhaust administrative remedies by filing a charge or complaint with an administrative agency and obtaining a right to sue notice, where otherwise required by law, or (ii) prevent either party from cooperating with a federal or state body as required by law. I further understand that the Company will not retaliate against me for filing a claim with an administrative agency. I understand, however, that because my exclusive remedy is provided by the Plan, I will not receive a double recovery from any action brought by an administrative agency, except as required by law.

8. CLASS AND REPRESENTATIVE ACTION WAIVER

I HEREBY WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED OR ARBITRATED AS A CLASS, COLLECTIVE AND/OR REPRESENTATIVE ACTION ("Class and Representative Action Waiver"). However, this Class and Representative Action Waiver may be severed to the extent that it would otherwise render this Plan unenforceable. I understand that I will not be retaliated against, disciplined or threatened with discipline as a result of exercising rights under Section 7 of the National Labor Relations Act by



the filing of or participation in a class, collective or representative action in any forum; however, the Company may lawfully seek enforcement of this Plan and the Class and Representative Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims. Notwithstanding any other clause contained in this Plan, any claim that all or part of this Class and Representative Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction (by a federal court, if such court has jurisdiction) and not by an arbitrator.

9. TIME LIMITS FOR COMMENCING *WE LISTEN* AND REQUIRED NOTICE OF ALL CLAIMS

I agree that Disputes must be initiated with the Plan prior to the end of the applicable statute of limitations. The statute of limitations will be tolled (i.e., stayed) during the dispute resolution process.

10. REPRESENTATION

I understand that I have the right to be represented by the attorney of my choice, to review the terms of the Plan and provide advice, and at mediation and/or arbitration. I understand, however, that I am solely responsible for the payment for my attorney's fees and cost of experts and the Company will not reimburse me except to the extent that any applicable federal or state laws allow the arbitrator to award attorney's fees or costs to me if I am the prevailing party in Arbitration.

11. GOVERNING LAW

This Plan shall be construed, interpreted and its validity and enforceability determined, strictly in accordance with the Federal Arbitration Act (9 U.S.C. §1, *et seq.*) and, to the extent that such Act does not apply, in accordance with the laws of the State of Tennessee, without applying its conflicts of laws principles. I agree that the Plan evidences a transaction involving interstate commerce.

12. PROCEDURES AND RULES

Any mediation or arbitration will be conducted by AAA under its Employment Arbitration and Mediation Procedures ("AAA Rules") in effect at the time of Initiation, except as modified by the Plan or as otherwise mutually agreed in writing. The AAA Rules are available at www.adr.org/employment as well as at www.servicemaster.com. This Plan specifically prohibits class, collective or representative arbitrations even if allowed under AAA Rules. The arbitrator shall be a member of the Bar of the state in which the arbitration is heard, if available. Otherwise, the arbitrator shall be a retired judge from the jurisdiction. Unless I and the Company otherwise agree, the arbitration of my Dispute shall be conducted within the county where the work facility where I was last assigned is located.

13. JURISDICTION OF ARBITRATOR

- a) The arbitrator may award to me or the Company any remedy to which that party is entitled under applicable law (including, but not limited to, legal, equitable and injunctive relief), but such remedies are limited to those that would be available to a party in a court of law for the Disputes presented to and decided by the arbitrator.
- b) The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Dispute relating to the interpretation, construction, applicability, unconscionability, arbitrability, enforceability or formation of the Plan including, but not limited to, any claim that all or any part of the Plan is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class and Representative Action Waiver."
- c) The arbitrator shall not have authority to combine or aggregate claims from more than one claimant or conduct or oversee any class, collective or representative action. Nor shall the arbitrator have



authority to make an award to any person or entity not a party to the arbitration.

- d) The arbitrator shall render an award by written opinion no later than 30 days from the date the arbitration hearing concludes or the post-hearing briefs (if requested) are received, whichever is later, unless the parties agree otherwise. The opinion shall be in writing and include the factual and legal basis for the decision.

14. CONSTRUCTION

Except as provided in Clause 8, "Class and Representative Action Waiver," above, if any provision of this Plan is adjudged to be void, voidable or otherwise unenforceable, in whole or in part, such provision shall, without affecting the validity of the remainder of the Plan, be: (i) modified to the extent necessary to render such term or provision enforceable preserving to the fullest extent possible the intent and agreements herein, or (ii) to the extent such modification is not permissible, severed from this Plan. All remaining provisions shall remain in full force and effect. A waiver of one or more provisions of this Plan by any party shall not be a waiver of the entire Plan or any other provision of the Plan.

15. CONSIDERATION

I and the Company agree that the mutual obligations by the Company and me to arbitrate Disputes, my continued employment, the Company's processing and evaluation of my application for employment, and the Company's agreement to pay the applicable fees for mediation and arbitration, provide adequate consideration for this Plan. Further, if I am a current Employee on the effective date of this Plan, I acknowledge that I am already subject to the *We Listen* program, including, but not limited to, its obligation to arbitrate Disputes, and I agree to the Plan as evidenced by my continued employment after receiving notice of this revision to the Plan, participation in or payment under a bonus or compensation plan, and other valuable consideration. Submission of an application for employment, regardless of form, constitutes consent by both the applicant and the Company to be bound by the Plan or any subsequent waiver.

16. SOLE AND ENTIRE AGREEMENT

I agree that this Plan document constitutes the complete agreement between the parties regarding the resolution of Disputes and supersedes any other previous versions to which I have agreed. The Plan shall survive the termination of my employment and the expiration of any benefit. No party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Plan, except as specifically set forth in this document. If there is a pre-existing dispute resolution agreement between me and the Company, this Plan shall be the governing agreement between the parties regarding the resolution of Disputes unless this Plan is not enforceable, in which case the pre-existing agreement shall govern.

EMPLOYEE NAME – PRINTED

EE ID NUMBER

EMPLOYEE SIGNATURE

DATE